

SERIAL 11013 C ROAD GRADER

DATE OF LAST REVISION: April 07, 2011

CONTRACT END DATE: April 30, 2012

CONTRACT PERIOD THROUGH APRIL 30, 2012

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ROAD GRADER**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 07, 2011**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Materials Management

PA/mm
Attach

Copy to: Materials Management
 John Cantu, Equipment Services Department

(Please remove Serial 09022-C from your contract notebooks)

ROAD GRADER

1.0 INTENT:

The intent of this Invitation for bids is to establish pricing for the item(s) specifically listed herein. Anticipated purchase quantity is one (1) or more, MOTOR GRADER, 138 H.P., AND TRADE-IN OR OUTRIGHT SALE OF CATERPILLAR 120M GRADER (S). Unit(s) shall be delivered to the Maricopa County Equipment Services Department, 3325 West Durango Phoenix, Arizona

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.27 and 2.28, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

1.1 SCOPE:

The scope of the contract encompasses three (3) parts.

- 1.1.1 The purchase of one (1) or more Road Graders as described in the general and technical specifications.
- 1.1.2 Guaranteed maintenance for 7,000 hours or six (6) years, whichever event occurs first in time, as more fully described in detail elsewhere in these specifications.
- 1.1.3 Guaranteed Residual Value Agreement as fully described elsewhere in these specifications

2.0 TECHNICAL SPECIFICATIONS, MINIMUM:

2.1 WEIGHT:

- 2.1.1 Total Machine – Min. 31,000 lb. vendor to state _____/
- 2.1.2 Front Wheels – Min. 8,200 lb. vendor to state _____/
- 2.1.3 Rear Wheels – Min. 22,000 lbs. vendor to state _____/

2.2 ENGINE:

- 2.2.1 Type – Diesel, four-cycle, turbo-charged.
- 2.2.2 Displacement – Min. 6.6 L
- 2.2.3 Net Horsepower – Min. 138 to 153 @ 2000, with (VHP) variable horsepower arrangement.
- 2.2.4 Torque – Min. 1st gear 470 ft/lb, 8th gear 635 ft/lb @ 1500 RPM.
- 2.2.5 Fuel Capacity – Min. 89 gallon
- 2.2.6 Fuel Consumption – Max. 6 gal at 80% load
- 2.2.7 Fuel Filter - Replaceable element.
- 2.2.8 Oil Filters - Full flow, spin-on type.
- 2.2.9 Exhaust - Vertical stack, cab height with rain cap or elbow.

- 2.2.10 **Air Filtration System** – Heavy-duty system that is designed for Arizona’s extreme dust operating conditions shall be equipped with service indicator.
- 2.2.11 **Water Separator** – Fuel system, manufacturer’s max.
- 2.2.12 **Cooling System** – Heavy-duty system designed for Arizona’s extreme heat operating conditions, capable of operating continuously at full capacity with ambient temperature at 122+°F.
- 2.2.13 **Starting System** - 24 volt, direct electric
- 2.2.14 **Engine Compartment Covers** - Lockable
- 2.2.15 **Emission Requirements** - Shall meet current and future low emissions standards for particulate and nitrogen oxide as per the U.S. Environmental Protection Agency, Tier 3 certified.

2.3 **INSTRUMENTATION/ELECTRONIC MONITORING SYSTEM:**

- 2.3.1 **Alternator** – Flashing light or equal fault indicator.
- 2.3.2 **Parking Brake** – Flashing light or equal indicator if left applied.
- 2.3.3 **Engine Coolant, Hydraulic Oil, Transmission Electrical** - Flashing action light and indicator signals a problem, change in machine operation required.
- 2.3.4 **Engine Oil Pressure, Brake Air Pressure (if applicable), Supplemental Steering, Parking Brake Applied With Transmission Engaged** - Audible Alarm, flashing light and indicator signals a problem, immediate machine shutdown required.
- 2.3.5 **Hour-Meter** - Heavy duty, factory installed, operational at all times engine is running.
- 2.3.6 **Fuel / Articulation** – Gauge or indicator.

2.4 **INCHING CAPABILITY:**

Shall be designed for foot operation, **prefer left foot capability.**

2.5 **STEERING:** (Wheel or Joystick)

- 2.5.1 **Type** – Full hydraulic power assist.
- 2.5.2 **Articulation** - 20 degree left/right.
- 2.5.3 **Turning Radius** - 25’ 6”, maximum.

2.6 **TRANSMISSION:**

- 2.6.1 **Type** - Direct or torque converter drive with full power shift and electronic shift control.
- 2.6.2 **Speeds:**
 - 2.6.2.1 **Forward** – Min. six (6) vendor to state ____/
 - 2.6.2.2 **Reverse** – Min. three (3) vendor to state ____/
- 2.6.3 **Safety Lock** - Equipped.

2.6.4 **Speed and Direction** - Single lever controlled.

2.6.5 **“USE CAPABILITY”** - Vendor shall guarantee **in writing**, that the transmission/hydraulic systems **WILL NOT OVERHEAT** operating continuously at full capacity with ambient temperatures ranging from 10° to 125°F. If unit(s) proves to be incapable of operating satisfactorily in these conditions vendor shall (**within two (2) working days**) supply a like size unit (**delivered to the job site**), capable of operating satisfactorily without overheating (**at no cost to Maricopa County as long as the problem exists**). Motor Grader supplied with a torque converter drive system, must be capable of operating at the same speed and capacity as a like size unit with a direct drive without any overheating problems. If overheating problems occur and cannot be corrected to the satisfaction of Maricopa County, vendor shall agree to redeem the road grader(s) at full purchase price (no exceptions). ***A signed copy of the written guarantee shall be supplied with the bid, as an attachment. REQUIRED***

2.7 **ELECTRICAL SYSTEM:**

2.7.1 **Volts** - 24 volt

2.7.2 **Batteries** – Heavy-duty type capable of cranking engine sufficiently for starting with ambient temperatures at 0°F.

2.7.3 **Alternator** – Min. 90 amp, vendor to state.

2.7.4 **Windshield Wipers/Washer** - Electric, front & rear.

2.7.5 **Turn Signal Lights** - Two (2) each, front and rear, highly visible location.

2.7.6 **Working Lights** – Min. two (2) each, center and rear.

2.7.7 **Headlights** – Min. two (2) front cab mounted or equal.

2.7.8 **Stop Lights** – Min. two (2), highly visible rear location.

2.8 **FRONT AXLE:**

2.8.1 **Oscillation Angle** – Min. 32°

2.8.2 **Wheel Lean** – Min. 17.5° hydraulic actuated.

2.9 **REAR AXLE, TANDEM:**

2.9.1 **Design** - Full floating.

2.9.2 **Oscillation** - Approx. 15° forward, 25° reverse.

2.9.3 **Differential** - Lock/unlock.

2.10 **HYDRAULIC SYSTEM:**

2.10.1 **Type** - Load-Sensing priority pressure compensated.

2.10.2 **Pump** - Variable displacement with anti-drift valves.

2.10.3 **Blade Float** - Capability

2.10.4 **Filtration** - Full flow, 10 micron max.

2.10.5 **Sealed** - Complete system.

2.10.6 **Controls** - Low effort, short throw, direct acting.

2.10.7 **Capability** - Continuous operation at full capacity with ambient temperature of 122+°F.

2.11 **BRAKES:**

2.11.1 **Type** – Four-wheel, adjustment free, sealed oil disc.

2.11.2 **Actuation** – Hydraulic or air, if air system is used dryer must be provided.

2.11.3 **Parking** - Manually actuated spring applied air or hydraulic release. Engaged brake shall neutralize transmission.

2.11.4 **Requirements** - Shall meet all SAE J1473 OCT. 90 and ISO 3450-1993-01-28 standards.

2.12 **TIRES/WHEELS:**

2.12.1 **Tires** - Seven (7) like, 14.00-24, RL2F, 1 Star SP radial, tubeless type tires, MICHELIN, XGLA2 non-directional or GOODYEAR equal.

2.12.2 **Wheels** - Seven (7) like, heavy duty 10" X 24"

2.12.3 **Spare Assembly**. - One (1) like tire and wheel.

2.13 **BLADE ASSEMBLY:**

2.13.1 **Size** - 12' x 24" x 7/8".

2.13.2 **Side Shift** - Hydraulic, to both sides.

2.13.3 **Tilt** - Capability

2.13.4 **Bank Sloping** - 90° right or left.

2.13.5 **Cutting Edge** - 6" x 0.6" with reversible overlay end bits.

2.13.6 **Float** - capability.

2.13.7 **Accumulator** - Blade lift.

2.14 **CIRCLE DRIVE:**

Circle drive shall be heavy duty design with shock protection for the circle draw bar assembly, circle drive and moldboard.

2.15 **ROPS/FOPS CAB:**

2.15.1 **Type** - All steel, fully enclosed, sound suppressed and pressurized.

2.15.2 **Doors** - Two, full opening, keyed alike.

2.15.3 **Windows** - Manufacturer's maximum providing operator maximum visibility. Windows shall have the darkest legal tint installed per AZ. State Law, **minimum five (5) year warranty on material and installation.**

2.15.4 **Seat Belts** - Retractable, Federal approved.

2.15.5 **Seat** - Heavy duty cloth covered fully adjustable, suspension type.

- 2.15.6 **Heater/Defroster** – Heavy-duty pressurized system designed for Arizona’s desert weather operating conditions.
- 2.15.7 **Air Conditioning** – Heavy-duty factory installed system designed for Arizona’s extreme heat operating conditions, R134A refrigerant to be used. (**Roof mounted unit not acceptable**).
- 2.15.8 **Windshield Wipers/Washers** - Front and rear.
- 2.15.9 **Console** - Adjustable
- 2.15.10 **Steering Wheel** – Tilt, if applicable
- 2.15.11 **Radio / Antenna** – Heavy-duty AM/FM factory installed radio and antenna designed for rough service.
- 2.15.12 **Requirements Criteria** – Shall meet all OSHA, MSHA as per ANSI/SAEJ1166 MAY90, and ROPS/FOPS as per, SAE J396, SAE J1040 JUN88, and ISO 3471-1986 and SAE J231 JAN 81 and ISO 3449-1984.
- 2.16 **COLOR:**

Manufacturer's standard.
- 2.17 **VANDALISM PROTECTION GROUP:**

Locking caps for hydraulic, radiator, fuel, crankcase, transmission and instrument panel guard and battery boxes with padlocks, like keyed.
- 2.18 **RIPPER/SCARIFIER:**
 - 2.18.1 **Type** - Parallelogram or radial
 - 2.18.2 **Actuated** - Hydraulic
 - 2.18.3 **Location** - Rear mount.
 - 2.18.4 **Working Width** - 84” minimum.
 - 2.18.5 **Ripper Shank Holders** - Five (5)
 - 2.18.6 **Scarifier Shank Holders** - Nine (9)
 - 2.18.7 **Shanks/Teeth/Tips** - Complete set.
 - 2.18.8 **Requirement Criteria** - Shall include all necessary hydraulics, controls and related equipment to make a fully functional unit.
- 2.19 **SAFETY EQUIPMENT:**
 - 2.19.1 **Placard** - Slow moving vehicle placard shall be installed on rear of unit, in a highly visible location, without obstruction operator’s rear view.
 - 2.19.2 **Non-slip Surfaces** - All ladders, steps and walking areas shall be non-slip type.
 - 2.19.3 **Mirrors** - Outside right and left, cab mounted large fold back type.
 - 2.19.4 **Horn** - Shall meet SAE J1105 SEP 89 standard.

2.19.5 **Back-up Alarm** - Shall meet SAE J994 Jun 80 standard.

2.19.6 **Master Disconnect Switch** - Shall be so equipped.

2.19.7 **Over-Speed Protection** - System shall be designed to prevent engine over-speed, damage to the drive train and loss of operator control (due to tire skid), should the operator unintentionally or intentionally downshift to low gears at a high rate of speed.

2.19.8 **Beacon Light** - One (1) WHELEN #S360CAP, amber, multi-flash or TOMAR equal mounted on top rear of cab.

2.19.9 **Back-up Camera System** – A rear view camera is required, the LCD camera screen shall be a minimum of 7” with color imaging. Monitor shall be located in center of cab above the rear view mirror for easing viewing of operator.

2.20 **AUTOMATED LUBE SYSTEM:**

2.20.1 **Type**- LINCOLN MODEL QLS203 or equal.

2.20.2 **Capability** – Progressive system. Capable of using NLGI #2 grease. Shall have QUICKLINK fittings or equal, for easy repair. All hoses and tubing in high wear areas shall be wrapped with a plastic spiral wrap.

2.21 **HIGH SPEED OIL CHANGE SYSTEM:**

Grader shall be equipped with high-speed oil change system for engine and hydraulic oils, drains to be fitted with quick couplers (Caterpillar 1P7919 couplers & 959272 caps). Drains shall be grouped together, centrally located for easy access, positioned inside a box type enclosure with lockable cover. All drain lines / hoses shall be routed and protected such that they are not exposed to damage.

2.22 **HITCH:**

Grader shall have a pintle hitch installed on the rear capable of towing 8000 lbs. (minimum).

2.23 **FRONT AUXILIARY WEIGHT:**

Any and all auxiliary weight necessary for operating under **maximum working conditions** shall be installed, (NO EXCEPTIONS). Grader front end must be weighted such that it does not lift to the point that the steering capability is affected when operated under maximum working conditions. Pusher Plate or Pusher Plate Weight combination preferred. **Wheel weights are not acceptable for this application.**

2.24 **GENERAL:**

2.24.1 Grader shall be delivered equipped with all standard equipment as advertised, except where optional equipment has been specified.

2.24.2 Bidder shall furnish a list of frequently used parts that the County should stock, for maintenance support.

2.24.3 Keys – Five (5) per unit shall be supplied.

2.25 **WARRANTY:**

2.25.1 **MINIMUM WARRANTY FIVE (5) YEARS or 7000 HOURS:** One (1) full year parts and labor with extended four (4) year power train warranty, **It shall be understood that if warranty repairs are necessary during the first 12 months of the warranty period the successful bidder will be required to make said repairs F.O.B. machine location within**

Maricopa County at no charge to the County, warranty shall include any component supplied or installed by the dealer or their sub-contractor. In the event of major repairs, dealer has as his option the choice of transporting the machine to the closest service facility for repairs. The above warranty will become effective the first day after 21 consecutive working days of satisfactory service.

2.25.2 Repair cost, including parts, labor, travel time and mileage made during the full warranty period shall not be included on the Guaranteed Maximum Cost of Repairs.

2.25.3 Maricopa County may avail itself of the bidder's standard warranty if more beneficial to Maricopa County.

2.26 **BASIS OF AWARD:**

2.26.1 Bids will be evaluated on the total of the cost of the Grader, the cost of the 7000 hours or six (6) year Guaranteed Maintenance and a Residual Value per machine purchased.

2.26.2 The County may accept Proposal #1.1, the low bid for the Grader and exclude both Guaranteed Maintenance and Guaranteed Residual Value; or

2.26.3 The County may accept Proposal #1.2, the low bid for the Graders including the 7000 hours or six (6) year Guaranteed Maintenance Program; or

2.26.4 The County may accept Proposal #1.3, the low bid for the Road Grader including the 7000 hours or six (6) year Guaranteed Maintenance and deducting the Guaranteed Residual Value Agreement Price.

2.26.5 The County may choose a combination of any or all of above that would be in the best interest of the County. Should the County exercise its Purchase Option under Proposal #1.1 #1.2 or #1.3, the stated delivery date will apply.

2.27 **GUARANTEED MAINTENANCE:**

2.27.1 The successful bidder will be fully responsible for the total cost of repairs, including parts and labor, to the equipment furnished in excess of the Guaranteed Maximum Cost of Repairs as shown on the Bid Proposal Form during the first 7000 hours of operation as recorded by the engine hour-meter or six (6) years from date of delivery, whichever occurs first.

2.27.2 In determining whether the guaranteed total cost of repairs has been reached, the cost of warranty repairs (including parts and labor) made shall not be included.

2.27.3 In determining the Guaranteed Maximum Cost of Repairs, and in the enforcement of provision of the agreement, the following rules shall apply:

2.27.4 In the event that the cost of repairs, including parts and labor, as computed by the County, is less than \$1000.00, the County shall have the right to have the repairs made in the County's shop and need not give notice to the successful bidder prior to the repairs being made.

2.27.5 In computing the cost of repairs, all County labor costs will be charged at the County's then prevailing rate. Present rate is \$73.00 per hour, increases not to exceed 10% per year. Parts shall be charged for at actual cost and shall be purchased from the authorized dealer for the original equipment manufacturer, if possible.

2.27.6 If the cost of repairs, including parts and labor, is in excess of \$1,000.00, as estimated by the County, the County shall submit to the successful bidder the estimated cost of the repairs and a detailed account of the work to be done. The successful bidder shall then review the estimate and a determination will be made as to where and how the work can best be performed.

- 2.27.7 Repairs may be made in service shops other than those of the successful bidder and the County; however, the successful bidder and the County must agree to repairs made in other service shops within eight working hours of notification by the County to bidder, and the service department chosen must be agreeable to both parties. The successful bidder will be notified of the cost of repairs made in service shops other than its own within three (3) days after completion of such repairs.
- 2.27.8 Should ***Delivery Of Repair Parts to the County*** or ***Maintenance Repairs Being Performed By Vendor*** not be completed within three (3) normal working days (Monday through Friday not to include major holidays), a daily charge of \$700.00 shall be assessed the vendor, for each working day over three (3) that the part is not delivered or the repairs are not complete. On the bidder's presentation in writing of verifiable information to the County that parts are not available to the dealer from his manufacturer by reason of strike, natural disaster or national emergency, the daily charge shall not be made.
- 2.27.9 Successful bidder may avoid the penalty for non-delivery of parts or non-completed repairs by making available to Maricopa County at no cost, a unit of similar size and capacity, (delivered to the job sight) until Maricopa County's equipment is restored to service.
- 2.27.10 Successful bidder shall have the right to examine repair cost records at any reasonable time. The County will maintain records reflecting pertinent repair cost information. The forms and means utilized by the County in providing this information are not material so long as substantially similar information is available. The County will make repair cost records available for examination in a timely manner.
- 2.27.11 Successful bidder agrees that any repair parts sold to Maricopa County in support of this equipment will not exceed the Manufacturer's published list prices.
- 2.27.12 Successful bidder will be fully responsible for the total cost of repairs, parts, labor and travel time to the Motor Grader as follows:
- 2.27.12.1 **Engine:**
- Engine block and all internal and external components including air compressor, fuel, charging, cranking, exhaust, air intake and cooling systems, radiator, fan and pulleys, but excluding batteries, filters, fan belts, hoses, anti-freeze and engine oil.
- 2.27.12.2 **Transmission:**
- Transmission case and all internal parts including linkage and external lines, but excluding oil and filters.
- 2.27.12.3 **Tandem Drive:**
- Tandem drive housing, axles, chains, sprockets, hubs, bearings and seals but excluding oil.
- 2.27.12.4 **Brake System:**
- All internal brake components, operating linkage and exterior air lines.
- 2.27.12.5 **Steering:**
- All steering controls, including articulation, valves, cylinders, pins and bearings, excluding oil.

2.27.12.6 **Front Axle:**

All axles, bearing and seals.

2.27.12.7 **Controls:**

All operating controls, moldboard and scarifier, including valves, cylinders, control linkage, but excluding oil and filters.

2.27.12.8 **Mainframe:**

Complete mainframe assembly.

2.27.12.9 **Circle Assembly:**

Complete circle assembly including hydraulic cylinders, hydraulic drive components, moldboard shoes and supports, but excluding adjustments.

2.27.12.10 **Moldboard and Scarifier:**

Complete moldboard and ripper assemblies and blade lift accumulator, but excluding cutting edges, end bits, teeth and shanks.

2.27.12.11 **Cab:**

Complete cab assembly including heater, but excluding glass.

2.27.12.12 **Gauges and Instruments:**

All gauges and instruments.

2.27.12.13 **Warning Devices:**

All warning devices including backup alarms, but excluding strobe beacons and lights.

2.27.12.14 **Air Conditioning:**

Complete - excluding refrigerant.

2.28 **GUARANTEED RESIDUAL VALUE AGREEMENT:**

- 2.28.1 The bidder shall guarantee a residual value (trade-in allowance or a minimum bid at a public auction) at the expiration of 7000 hours or six (6) years whichever occurs first, and include this figure on the attached proposal forms. Guaranteed residual value as used in this specification is defined as:
- 2.28.2 A guaranteed trade-in value should the County decide to purchase new equipment in a future bid call;
- 2.28.3 A minimum bid to be made by the bidder at public auction in the event the County elects to auction any or all of the machines;
- 2.28.4 The bid or public auction shall be held within 90 days after the expiration of the contract term of 7000 or six (6) years whichever occurs first.
- 2.28.5 The County reserves the right to retain the subject grader(s) and to waive the guarantee residual value provisions.

- 2.28.6 In the event equipment subject to the Residual Value Agreement, while in possession of the County, is either totally destroyed or partially damaged to the extent that the damage is beyond repair and is considered a total loss because the cost of restitution then the bidder is released from his obligation relating to Guaranteed Residual Value.

2.29 **OBLIGATIONS OF THE COUNTY:**

- 2.29.1 The equipment purchased will be operated by County Personnel in County maintenance operations and other purposes for which the equipment is designed.
- 2.29.2 The County will assume responsibility for costs of repairs due to fire, theft, accident, vandalism, acts of nature, neglect or abuse directly caused by County's personnel. Total repairs under such circumstances will not be included in computing the Guaranteed Total Cost of Repairs.
- 2.29.3 The County will assume at its expense all costs of fuel, filters, belts, lubricants, and the application thereof, anti-freeze, cutting edges, scarifier shanks and tips, batteries, lights, glass breakage, tires, cleaning and repainting, and other items normally consumed in day-to-day operation.
- 2.29.4 The County will maintain equipment in accordance with manufacturer's recommendations provided; however, the County reserves the right to use the same fuels, lubricants, and oils that it uses in other similar equipment. The County will have available a record of all maintenance performed. The bidder has the right to inspect equipment at any reasonable time and make recommendations for repairs, improved maintenance, etc., which the County will follow to the best of its ability.

2.30 **FACILITIES:**

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.31 **TAX:**

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.32 **DELIVERY:**

Delivery is required F.O.B. Destination, freight pre-paid within (120) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery. **Unit(s) shall have been completely inspected, serviced, tested and ready for full operation when delivered.**

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means. The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed. Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in

compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.33 **INSTALLATION:**

The Contractor's price shall include delivery and setup in complete operating condition.

2.34 **ACCEPTANCE:**

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have seven (7) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.35 **BRAND NAME:**

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases manufacturer names have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.36 **TRADE-INS:**

Contractors are requested to submit prices on trade-in(s). Whether Materials will actually be traded is at the option of Maricopa County.

~~2.37 **MATERIALS MAINTENANCE:**~~

~~The Contractor shall provide for maintenance of Materials supplied under this Contract upon installation of equipment~~

2.38 **FACTORY AUTHORIZED SERVICE AVAILABILITY:**

The Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.39 **MANUALS:**

Vendor shall supply one (1) operator's manual per unit, three (3) maintenance/service and complete unit repair manuals. All manuals shall be supplied with equipment, at the time of delivery at no additional cost to the County. **Payment will not be made until manuals have been delivered.**

2.40 **TECHNICAL AND DESCRIPTIVE SALES LITERATURE:**

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.41 **ADDITIONAL PRICING:**

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the

format requested. Two sets of catalogs/pricing documents shall accompany any additional pricing offered.

2.42 **CONTRACTOR REVIEW OF DOCUMENTS:**

2.42.1 Contractor shall review its bid submission to assure the following requirements are met.

- 2.42.1.1 One (1) original and one (1) copy of all submissions is "Mandatory"
- 2.42.1.2 Vendor proposal column/section, "Mandatory"
- 2.42.1.3 Pricing pages, "Mandatory"
- 2.42.1.4 Copies of Catalogs/Pricing Documents (if required)
- 2.42.1.5 Literature, Technical and Descriptive, "Mandatory"
- 2.42.1.6 Vendor Information, "Mandatory"
- 2.42.1.7 Agreement page, "Mandatory"
- 2.42.1.8 References, "Mandatory"
- 2.42.1.9 Performance Bond, "Mandatory"

2.43 **MODEL YEAR EQUIPMENT:**

The County will only accept bids offering current model year equipment/product.

2.44 **ORDER CUTOFF INFORMATION:**

Contractors submitting proposals (bids) shall advise the County of all known order cutoff dates for the equipment/product specified in the Invitation for Bids at the time of submission. Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor. The Contractor shall advise the County of **subsequent cutoff dates** by notifying the Procurement Consultant, **in writing**, of this new information.

2.45 **AWARD CRITERIA:**

The evaluation of bids will be based on but not limited to the following:

- 2.45.1 Compliance with Specifications
- 2.45.2 Price
- 2.45.3 Delivery
- 2.45.4 Warranty
- 2.45.5 Time value of money analysis by the following methods:
 - 2.45.5.1 Guaranteed Maintenance will be evaluated by using the present value of an annuity at 8% compound interest.
 - 2.45.5.2 The Guaranteed Residual Value will be evaluated by using the future value of money analysis at 8% compound interest.

2.46 **TRAINING:**

The successful Contractor shall provide 32 hours of training. Eight (8) hours to completely train County personnel in the use and care of the equipment and twenty-four (24) hours for training Equipment Services Technicians in the repair and overhaul of the hydraulic system and engine computer control system.

2.47 **SHIPPING DOCUMENTS:**

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 2.47.1 Contract Serial number.

2.47.2 Contractor's name and address.

2.47.3 Using Agency name and address.

2.47.4 Using Agency purchase order number.

2.47.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.48 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:

Maricopa County Equipment Services Department,
3325 West Durango
Phoenix, Arizona

2.49 INVOICES AND PAYMENTS:

2.49.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

2.49.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.49.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

2.49.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.50 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts.

Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.51 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of one (1) year.

3.2 OPTION TO RENEW:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of Two (2) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract ~~expiration annual anniversary~~. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

- 3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 Commercial General Liability:
 - 3.5.9.1 Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.10 Automobile Liability:

3.5.10.1 Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 Workers' Compensation:

3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
(N.B. - \$1,000,000 limits on larger contracts)

3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

3.5.13 Certificates of Insurance.

3.5.13.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.13.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

3.5.13.2.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.13.2.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 REQUIREMENTS CONTRACT:

3.8.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.8.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.8.3 Contractors agree to accept verbal notification of cancellation from the Materials Management Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.9 ORDERING AUTHORITY.

3.9.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.9.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.

3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies

available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.11 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.14 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.15 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.16.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

3.18 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.19 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

3.20 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.21 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.22 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.23 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- 3.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- 3.24.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3.24.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 3.24.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 3.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.
- 3.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.25 ALTERNATIVE DISPUTE RESOLUTION:

- 3.25.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:
 - 3.25.1.1 Render a decision;
 - 3.25.1.2 Notify the parties that the exhibits are available for retrieval; and
 - 3.25.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
- 3.25.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.
- 3.25.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to

prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.26.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

3.26.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.26.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.27 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

3.27.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

3.27.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.28 CONTRACTOR LICENSE REQUIREMENT:

3.28.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws,

ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

- 3.28.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.29 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

EMPIRE MACHINERY, 1725 S. COUNTRY CLUB DR, MESA, AZ. 85210

RESPONDENT NAME: **EMPIRE MACHINERY**
 ADDRESS: **1725 S. COUNTRY CLUB DR**
MESA, AZ. 85210
 P.O. ADDRESS: _____
 TELEPHONE NUMBER: **480-633-4917**
 FACSIMILE NUMBER: **480-633-4626**
 WEB SITE: **WWW.EMPIRE-CAT.COM**
 REPRESENTATIVE: **DOUG CALVET**
 REPRESENTATIVE E-MAIL: **DOUG.CALVET@EMPIRE-CAT.COM**

YES NO REBATE

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:

☒ ☐

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

☐ ☒

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:

☐ ☒ %

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES **N/A** % OF TOTAL BID AMOUNT. (If Applicable)

☒ NET 15 DAYS ☐ NET 60 DAYS ☐ 2% 30 DAYS NET 31 DAYS

Proposal 1.1						
Title	Unit Price	Qty	UofM	Total Price	Description	Bidder Notes
1.1.1 PRICE OF (1) NEW ROAD GRADER:	\$190,986.00	1	each	\$190,986.00	1.1.1 PRICE OF (1) NEW ROAD GRADER:	Spec Log Use Capability Letter Labor Rate Matrix

Proposal 1.2					
Title	Unit Price	Qty	UofM	Total Price	Description
1.2.1 PRICE OF (1) NEW ROAD GRADER:	\$190,986.00	1	each	\$190,986.00	PRICE OF (1) NEW ROAD GRADER:
1.2.2 Guaranteed Maximum Repair Cost:	\$2,750.00	1	each	\$2,750.00	1.2.2 Guaranteed Maximum Repair Cost:

Proposal 1.3					
Title	Unit Price	Qty	UofM	Total Price	Description
1.3.1 PRICE OF (1) NEW ROAD GRADER:	\$190,986.00	1	each	\$190,986.00	1.3.1 PRICE OF (1) NEW ROAD GRADER:
1.3.2. Guaranteed Maximum Repair Cost:	\$2,750.00	1	each	\$2,750.00	1.3.2. Guaranteed Maximum Repair Cost:
1.3.3. Guaranteed Residual Value:	(\$99,000.00)	1	each	(\$99,000.00)	1.3.3. Guaranteed Residual Value:

EMPIRE SOUTHWEST, LLC, 1725 S. COUNTRY CLUB DR MESA, AZ. 85210

LIST PRICE:					
Title	Unit Price	Qty	UofM	Total Price	Description
LIST PRICE	\$341,622.00	1	each	\$341,622.00	Vendor shall state the published list price of Road Grader.

Trade In (Offer) or Outright Purchase (offer)					
Title	Unit Price	Qty	UofM	Total Price	Description
TRADE-IN (OFFER)	(\$75,000.00)	1	each	(\$75,000.00)	Unit # 45 - 2003 CAT. 120H Road Grader, Serial 0CAF002002 estimated hours not to exceed 7,000. (Min. Offer Acceptable \$92,000.00)
OUTRIGHT PURCHASE (OFFER)	(\$69,000.00)	1	each	(\$69,000.00)	Unit # 45 - 2003 CAT. 120H Road Grader, Serial 0CAF002002 estimated hours not to exceed 7,000. (Min. Offer Acceptable \$92,000.00)

Additional Options						
Title	Unit Price	Qty	UofM	Total Price	Description	Bidder Notes
PUSHER PLATE	\$0.00	1	each	\$0.00	PUSHER PLATE: See section 2.0 for description.	INCLUDED

PRICING SHEET: NIGP CODE 7603301

Vendor Number: 2011000564 1

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2012.**